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ABSTRACT

The collective bargaining agreement between Lake Superior State College (Michigan) and Lake Superior State College Faculty Association, an affiliate of the National Education Association, covering the period September 1, 1986-September 1, 1988, is presented. Items covered in the agreement include: unit recognition, association rights, grievances procedure and arbitration, consultation, dues deduction, management rights, faculty rights, academic freedom, types of faculty appointments, standards for initial appointment to the respective ranks, faculty evaluation, promotion criteria and procedures, tenure, academic conditions and workload, college calendar, layoff and recall of faculty members, curriculum committee, paid and unpaid leaves of absence, fringe benefits, base salary and adjustments, annual academic salaries, compensation for supplemental appointments, overload compensation, and no strike clause. A grievance report form and annual faculty evaluation form are appended. (SW)

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AGREEMENT

Between

LAKE SUPERIOR STATE COLLEGE

and

LAKE SUPERIOR STATE COLLEGE
FACULTY ASSOCIATION
MEA-NEA

Effective September 1, 1986 - September 1, 1988

LAKE SUPERIOR STATE COLLEGE
SAULT STE. MARIE, MICHIGAN 49783

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PREAMBLE

WHEREAS, the College has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its faculty with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants the parties hereby agree as follows:

ENTIRE AGREEMENT CLAUSE

This Agreement is entered into on September 1, 1986 by and between the Lake Superior State College Board of Control, hereinafter called the "College," and the Lake Superior State College Faculty Association, MEA-NEA, hereinafter called the "Association." The signatories shall be the sole parties to this Agreement.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the College and the Association. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by the College and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

1. DEFINITIONS

1.1. "Academic year" is defined as the period encompassing consecutive fall, winter, and spring quarters, in that order.

1.2. "Adjunct faculty" means anyone who holds a teaching assignment at LSSC, or performs any teaching, counseling or library task, but who is not a member of the bargaining unit.

1.3. "Association" means the Lake Superior State College Faculty Association, MEA-NEA, affiliated with the Michigan Education Association and the National Education Association.

1.4. "Campus" includes all the College's property within the city limits of Sault Ste. Marie, Michigan.

1.5. "College" means the Board of Control of Lake Superior State College and its administrative agents.

1.6. "College day" shall mean a day when the Business Office of the College is open for business.

1.7. "Consent" means agreement in writing.

1.8. "Credit hour" means one class hour of regularly scheduled instruction for which prior preparation is required, or one and one-half hours of laboratory for which prior preparation is required.

1.9. "Department" means all faculty members of a recognized College department (including the library and counseling staffs), plus the respective department head or director.

1.10. "Department head" means the immediate supervisor of faculty members of a recognized College department (including the library and counseling staffs).

1.11. "Faculty" or "faculty members" mean full-time and regular part-time members of the departments, including librarians and counselors who are members of the bargaining unit.

1.12. "Full-time," as applied to a faculty member, means a person appointed to teach on the 36 credit hours per academic year basis.

1.13. Gender indicative nouns and pronouns merely reflect traditional English usage and imply no sexual preference or advantage.

1.14. "Regular part-time faculty" means all those persons carrying at least six credit hours or the equivalent for each of the three consecutive terms during the academic year.

1.15 "Overload" means the number of credit hours that are not a supplemental appointment that exceed 15 credits per term or 36 credits for the academic year. Payment for an overload will not occur until a faculty member meets the requirements of 17.8.1.1.

2. RECOGNITION

2.1. Unit Recognition

The College hereby recognizes the Association as the sole and exclusive bargaining representative of its faculty listed as follows:

ALL FULL-TIME AND REGULAR PART-TIME FACULTY, INCLUDING COUNSELORS AND LIBRARIANS, EMPLOYED BY LAKE SUPERIOR STATE COLLEGE: BUT EXCLUDING ADJUNCT FACULTY, EXECUTIVES, DIRECTORS, DEPARTMENT HEADS AND ALL OTHER SUPERVISORY EMPLOYEES, AND ALL OTHER EMPLOYEES.

2.2. Regular part-time faculty shall include all those persons carrying at least six credit hours or the equivalent for each of three consecutive terms during the academic year. Any person who is being appointed to a regular part-time faculty position shall be given a letter of appointment at the beginning of the academic year.

2.3. Regular part-time librarians and counselors shall include those persons with an assigned work load of 1044 clock hours per year.

2.4. Faculty members with temporary appointments shall be in the bargaining unit if they meet the criteria of regular part-time faculty members. A temporary appointment may be granted for up to one academic year. Termination of faculty members holding temporary appointments shall not be subject to the grievance procedure.

2.5. If any provisions of the Agreement or any application of the Agreement to any faculty member shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

2.6. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be written and submitted to the appropriate ratification procedures of the College and the Association. When it has been ratified by both parties, it shall become a part of the Agreement.

2.7. Headings used in the Agreement are for informational purposes only and are not a part of the Agreement.

2.8. If any policies of the College are in conflict with the provisions of this Agreement, the Agreement shall prevail.

2.9. Faculty members who serve as coordinators of programs or activities shall be in the bargaining unit. They shall be designated by the title "coordinator" rather than "director."

3. ASSOCIATION RIGHTS

3.1. Right to Organize

The College hereby agrees that each faculty member shall have the right to freely organize, join, and support the Association for the purpose of collective bargaining. As a duly established body exercising power under the laws of the State of Michigan, the College undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any faculty member in the enjoyment of any rights conferred by act of laws of Michigan or the Constitutions of Michigan and of the United States; nor shall the College discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; participation in any activities of the Association; or the institution of any grievance, complaint, or other proceeding against the College provided for by this Agreement.

3.2. Exclusion of Other Bargaining Organizations

The College shall not aid, promote, or finance any group or organization which attempts to engage in collective bargaining on behalf of faculty members covered by the Agreement, or whose activities would tend to undermine the Association in its legitimate collective bargaining function.

3.3. Access to Facilities

The Association and its representatives shall have the right to use the institution's facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes. Using normal College procedures, the Association shall have the right to schedule meetings in classrooms not otherwise in use, at no cost.

3.4. Mail Service

The Association shall have the inter-building use of the College mail delivery system for the distribution of notices and other communications relating to Association business. The Association shall be assigned a campus mailbox. It is specifically understood that the College will not provide mail franking privileges and that the use of the inter-building College mail delivery system will not be utilized for partisan political activity.

3.5. Bulletin Boards

The College shall provide bulletin boards for Association use at the Library, Crawford Hall, South Hall, and the Norris Center. The Association shall be responsible for maintaining the bulletin boards in a professional manner.

3.6. Grievances

Upon request by an authorized member of the Association, the College shall provide the Association with all information required for the preparation and processing of a grievance, as specified in the grievance procedure.

3.7. Public Information

The College agrees to make available to the Association and in response to written requests, public information concerning the financial resources of the College, budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the faculty members. This information shall be provided at no cost to the Association, unless research, compilation and materials involve more than one hour of clerical time, or 100 sheets of paper per request.

3.8. Consultation and Representation

3.8.1. Board of Control

The College shall provide a copy of the Board of Control agenda to the Association at the same time that the agenda is mailed to the Board members.

3.8.2. Special Conferences

The Association shall have the right to meet with the College for the purpose of considering matters of mutual interest.

Arrangements for such conferences shall be made in advance between the Association president and the College president and/or their designated representatives, and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters taken up in conference shall be confined to those included in the agenda.

3.8.3. Other Consultation

Nothing contained herein shall prevent officially designated Association representatives from consulting with the appropriate College administrators at times other than those set forth above at a mutually acceptable time.

3.9. Leave

The Association shall be granted a total of 8 days per academic year to permit its officers or members to attend official meetings relating to Association business. The president of the Association shall inform the vice president for academic affairs of intention to attend such meetings, and the Association member(s) who will be attending.

The maximum of 8 days will be allocated among the designees, but in no case shall the total number of absences total more than 8 person-days. The designated Association representative(s) shall notify his or her, or their, department head(s) as to the person(s) who shall cover the absentee's (or absentees') normal duties during the absence(s). This notification shall take place at least 5 days prior to the absence, and the College's absence-request procedures shall be followed.

3.10. Faculty Meeting

The College agrees that on one of the orientation faculty meeting days the agenda will include notice that the Association is scheduled to have a meeting at the conclusion of the regular orientation session.

3.11. Selection of Negotiators

The College shall have no control over the selection or number of negotiators appointed by the Association. Negotiation representatives for both parties shall have all necessary power and authority to make proposals and reach agreements.

3.12. Distribution of the Agreement

The College shall provide for typing and printing the final indexed draft of the Agreement.

The president of the Association shall be given one copy of the Agreement for each member in the bargaining unit within thirty (30) days after the signing of the Agreement.

Each incoming or prospective faculty member shall be provided by the College with a copy of the Agreement at the time of an employment offer.

The Association may purchase additional copies at cost.

3.13. Agency Shop and Dues Deduction

3.13.1. Agency Shop

The College agrees that it shall be a condition of employment that all faculty members who are presently Association members, all faculty members who hereafter become Association members, and all new faculty members employed after the 30th day of June, 1978, shall within sixty (60) days after the effective date of this Agreement, or sixty (60) days after the commencement of employment, whichever comes later, either:

3.13.1.1. Sign and deliver to the College an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing.

or

3.13.1.2. Cause to be paid to the Association a representation fee equivalent to the dues uniformly required of members of the

exclusive bargaining representative pursuant to Act 390 (M.S.. .,, in ten equal installments. The College and the Association recognize that the failure of any faculty member to comply with this provision is cause for discontinuance of the faculty member's appointment.

3.13.1.3. The Association agrees to save the College harmless from any and all costs, including witness costs and fees, attorney fees, back-pay awards, punitive damages or any other costs of prosecution or defense, or liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, for which the College may be liable by virtue of the provisions of this section.

3.13.1.4. It is specifically agreed that payment for the above-specified reasons shall be made directly from the Association to the party, and at no time shall the College pay out any monies as a result of enforcing the provisions of this section.

3.13.2. Dues Deduction

3.13.2.1. The College shall deduct from the pay of each faculty member all current Association dues and fees, provided there is in the possession of the College a written dues deduction form executed by the faculty member. Dues deductions shall remain in effect unless revoked by the faculty member between August 1 and August 31 of any given calendar year.

3.13.2.2. The Association shall indemnify and save the College harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the College or in reliance upon signed authorization cards or lists furnished to the College by the Association for the purpose of payroll deduction of dues.

3.13.2.3. The dues shall be deducted at a rate of 1/10 of the total dues and fees per month for a ten month period commencing in September and ending in June. Such deduction shall be made from the first pay check of each month. The College agrees to remit to the Association all monies so deducted, accompanied by a list of members from whom the deductions have been made by the 10th day of the succeeding month.

4. MANAGEMENT RIGHTS

The College hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the College, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

5. FACULTY RIGHTS

5.1. No tenured faculty member shall be reprimanded or discharged without just cause.

5.2. A faculty member shall be entitled to have present a representative of the Association when being formally warned, reprimanded, disciplined or discharged for any reason.

5.3. Pursuant to Michigan Public Act 397 effective 1-1-79, a faculty member, upon written request, may examine his or her personnel file, and may elect to be accompanied by a representative of the Association. Upon written request, a faculty member may purchase a copy of his or her personnel file. Pre-employment credentials and letters of reference are exempt from this examination.

5.4. The faculty member shall have the right to submit a written statement regarding any material in the personnel file and that statement shall be included in the personnel file. A faculty member's signature or initials on any part of the file does not imply agreement to that part of the file.

5.5. Nothing contained in the Agreement shall be construed to deny or restrict a faculty member's legal rights and privileges.

5.6. Any contract between the College and a faculty member heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

5.7. The College shall not negotiate concerning wages, hours, terms or conditions of employment with any faculty member individually, or with any faculty organization other than the Association, for the duration of this Agreement except as provided elsewhere in this Agreement.

6. ACADEMIC FREEDOM

6.1. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his or her other academic duties; but research for pecuniary return should be based on prior understanding with the department head and the vice president for academic affairs. This understanding should cover any research that involves the faculty member's use of institutional supplies, facilities or equipment for non-instructional purposes. Also, such research that is not related to instruction by the faculty member will be conducted on the faculty member's own time.

6.2. The faculty member is entitled to freedom in the classroom in discussing his or her subject, but he or she should be careful not to introduce into his or her teaching controversial matter which has no relation to his or her subject.

6.3. The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college teacher is a citizen, a member of a learned profession, and a representative of an educational institution. When he or she speaks or writes as a citizen, he or she shall be free from institutional censorship or discipline, but his or her special position in the community imposes special obligations. As a person of learning and a representative of an educational institution, he or she should remember that the public may judge his or her profession and the institution by his or her utterances. Hence, he or she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should take every effort to indicate that he or she is not acting as an institutional spokesperson.

7. FACULTY APPOINTMENTS

7.1. Types of Appointments

7.1.1. Tenure

Tenure is defined as continuous employment of a faculty member on an academic-year contract or a 12-month contract, with discharge only for just cause as established by the grievance procedure and this Agreement.

7.1.2. Probationary

The maximum probationary period before tenure is granted shall be: seven years for an instructor, five years for an assistant professor, three years for an associate professor, and two years for a professor. The College's decision not to grant tenure shall result in discharge, with reasons furnished in writing. The discharge is not subject to the grievance procedure. Each academic year or 12-month year of full-time appointment at the College at the rank of instructor shall be counted as a year of service credit, for purposes of granting tenure, provided that the instructor is promoted to the rank of assistant professor.

A faculty member at the rank of instructor must be promoted to the rank of assistant professor with tenure after seven years or be terminated, with reasons furnished in writing. In the case of a faculty member whose coaching responsibilities are part of his or her contractual appointment, it is understood that a refusal to perform those coaching tasks, or a refusal to perform them in a conscientious manner, will be considered just cause for dismissal.

7.1.3. Temporary

A temporary appointment is defined as an appointment of an individual to replace a faculty member or an approved leave for up to one year. Termination of appointment is not subject to the grievance procedure.

7.1.4. Adjunct

An adjunct appointment is defined as an appointment for which an individual fulfills teaching, counseling, or librarian duties, but which excludes the individual from the recognized bargaining unit.

7.1.5. Supplemental

A supplemental appointment is defined as an appointment of a faculty member to fulfill teaching or other assigned responsibilities over and above assigned workloads, or during summer session. A decision not to reappoint or retain a supplemental appointee is not subject to the grievance procedure.

7.2. Just Cause

Faculty members who have successfully completed their probationary periods at the College shall not be disciplined or discharged without just cause. Discharge during the probationary period at the College shall not be subject to the grievance procedure. After completion of the probationary period, discharge shall be subject to the grievance procedure.

7.3. Standards for Initial Appointment to the Respective Ranks

7.3.1. Qualifications

The qualifications for initial appointment to the respective ranks of the College will take into account academic preparation at accredited colleges and universities, and professional experience which directly relates to the academic responsibilities to which the candidate is being appointed. The academic degrees must be earned, not honorary, and in a discipline or disciplines to which the candidate is being appointed. Professional experience is defined as teaching at an accredited college or university, or work experience which is directly related to the academic responsibilities to which the candidate is being appointed.

The desirable qualifications for initial appointment should therefore be:

Instructor: Master's degree in the discipline(s) to which the candidate is being appointed, or candidacy in an active doctoral program at an accredited college or university.

Assistant Professor: An earned doctorate or other recognized terminal degree; a master's degree plus at least five years of professional experience, or a master's degree plus at least 30 quarter hours in a doctoral program.

Associate Professor: An earned doctorate or other recognized terminal degree, and five years of professional experience.

Professor: An earned doctorate or other recognized terminal degree, and ten years of professional experience.

7.3.2. Waiver of Qualifications

7.3.2.1. The College, in seeking to attract an outstanding person of professional or artistic stature, may waive the qualifications after consulting with the departments involved. Notification of the waiver, and the reasons for the action, shall be given in writing to the Association.

7.3.2.2. Further, when search for candidates possessing the minimum qualifications for the rank of instructor does not produce qualified candidates available by the time their services are required, then the College may hire a person with less than minimum qualifications for a

temporary appointment of one year at the rank of instructor. Notification of the hiring, and the reason for the necessity of the temporary appointment, shall be given to the Association in writing. The search for candidates with minimum qualifications shall be renewed by November 15 of the year in which the temporary appointment took effect. If the search still does not produce qualified candidates available by the time their services are required, the temporary appointment may be renewed for one more year, with notification to the Association as above.

7.3.2.3. The provisions of this section shall apply only to those faculty members appointed after this Agreement is ratified.

7.4. Procedures for Initial Appointments

7.4.1. Probationary and Temporary

When a vacancy occurs, the College's affirmative action officer, acting on the advice of the department head, shall prepare an advertisement/announcement for the vacancy. The department head shall recommend professional media for placement of the vacancy advertisement. When the advertisement/announcement of the vacancy is prepared, a copy shall be furnished to the departmental faculty and the Association.

The applications for the vacancy shall be received with the date of receipt noted in accordance with the College's affirmative action procedures. After the closing date for the receipt of applications, a committee of departmental faculty shall have the opportunity to review all the applicants' credentials, within the time constraints given by the department head, but in no case shall this time period be shorter than one week, and make its written recommendations to the department head. The department head will then review all of the applications and the recommendations of the departmental faculty, and make a recommendation to the appropriate vice president. The departmental faculty will be informed in writing of the department head's recommendation(s).

A copy of an accepted offer of employment shall be sent to the Association.

7.4.2. Supplemental and Adjunct

Before adjunct faculty assignments are made, faculty members qualified to teach such courses or perform such tasks shall first be offered the assignment as a supplemental appointment.

If a course cannot be taught or a bargaining unit task performed through a supplemental appointment, the College shall make adjunct appointments from among those on the current and appropriate departmental list of qualified adjunct faculty. This list shall be maintained by each department head and the departmental faculty shall utilize any relevant source in considering individuals and their qualifications for potential inclusion on the list. A copy of the

current list is to be filed with the vice president for academic affairs at least by the conclusion of the spring term each year. In the absence of a current list or if the individuals on the list are unavailable for the adjunct appointment in any term, the College may offer an adjunct appointment in the manner it deems most appropriate.

Full-time faculty shall be limited to teaching one supplemental course per quarter.

7.5. Letter of Appointment

7.5.1. Probationary and Temporary

Appointment to the faculty of the College shall be offered by letter signed by the vice president for academic affairs, or the vice president for student services, as appropriate. The letter to the faculty shall set forth:

a. The effective date of appointment.

b. The rank to which he or she is appointed.

c. The compensation data.

d. The department(s) of appointment.

e. The apportionment of the contract load, if the appointment is dual, i.e., split between two departments.

f. Any special assignments that involve extra compensation, or reduction of work load.

g. A statement specifying the term of the appointment, and the position's relationship to the tenure system specified in this Agreement.

h. A statement specifying that the appointment is subject to all terms and conditions of this Agreement.

7.5.2. Supplemental and Adjunct

The College shall send each supplemental and adjunct appointee a contractual letter, with a copy to the Association, stipulating:

a. The task to be performed.

b. Basic salary.

c. Travel pay, if any.

d. Any other conditions of employment pertinent to the task and consistent with this Agreement.

This contractual letter shall be sent to the appointee prior to the commencement of the task.

Each term, the College, shall publish a list of supplemental and adjunct appointees and their assignments for the current term, and a list of course offerings and other tasks for the next term. A copy of the list will be sent to the Association.

7.6. Special Conditions

7.6.1. The College shall provide the Association with a copy of each letter of appointment, above.

7.6.2. The conditions of employment in annual letters of appointment shall not be altered without the consent of the faculty member.

7.6.3. Any faculty member who accepts a change of status shall receive a new letter of appointment.

7.6.4. A temporary appointment may be renewed.

7.6.5. A faculty member holding dual appointment shall have all rights, privileges, and responsibilities in both departments.

7.6.6. After this Agreement takes effect, no person outside the faculty shall acquire tenure or attain seniority in the bargaining unit.

7.6.7. No faculty member whose initial employment with the College begins after this Agreement is ratified may be appointed with tenure.

7.6.8. The ranks of instructor, assistant professor, associate professor, and professor shall be the only ranks assigned to the faculty.

7.6.9. For payroll purposes only, the number of working days (170) will commence the first day of student registration in the fall term.

7.7. Notice of Non-Renewal

Faculty members on probationary or temporary appointments shall receive notice of non-renewal no later than:

a. First-year probationary faculty, or temporary faculty: March 15.

b. Probationary appointees in the second or later year: December 15.

8. EVALUATIONS

8.1. The College agrees that the purpose of evaluation is to recognize and promote educational excellence and to help identify areas for instructional improvement. The evaluation of faculty shall be consistent with this section.

8.2. The evaluation of the performance of each faculty member is the responsibility of the administration. All evaluation of the faculty members shall be conducted openly.

8.3. Evaluations shall be conducted by department heads or other qualified administrators as designated by the president.

8.4. All evaluations shall be initiated by the department head. He/she shall review the faculty member's course syllabi, samples of tests, quizzes and examinations, and student evaluations of the faculty member's effectiveness. The department head shall inform the faculty member of any deficiencies together with recommendations for improvement.

8.5. The department head may visit non-tenured faculty members' classrooms and laboratories for academic evaluation purposes.

8.6. In the case of tenured faculty, in-classroom and laboratory visitation shall occur for academic evaluation, only with the consent of the faculty member.

8.7. The faculty member being evaluated shall have the right to answer the evaluation report in writing and his or her reply shall become a part of all copies of that report.

8.8. Faculty members may at any time submit evidence of professional achievement, teaching ability, or service to the College for inclusion in their personnel files.

8.9. The forms students use to evaluate faculty members must be approved by the majority of the members of the department no later than the sixth week of the fall term. If this is not accomplished, the department head will select a form for use during that academic year.

8.10. Student complaints concerning a faculty member shall be brought to the attention of the affected faculty member by his/her department head in a timely manner or disregarded in subsequent evaluations by the department head.

8.11. When a department head prepares to visit a faculty member's classroom for an evaluation visit, he/she must have a pre-visitation conference with the involved faculty member. During the conference, the department head and the faculty member will mutually develop a list of weighted criteria to be used during the visitation. The results of the department head's visitation shall be given in writing to the faculty member at a post-visitation conference to be held within five (5) college days of the visitation. The faculty member may append any written remarks to the visitation report that he/she deems appropriate.

9. PROMOTION

9.1. Qualifying Criteria for Promotion

Promotion in rank is not automatic nor based primarily on seniority. The minimum preparation for promotion to the academic ranks shall be as follows, except in cases where there is clear evidence of equivalent experience, professional achievement, or superior teaching.

9.1.1. Assistant Professor

a. Master's degree plus fifteen additional quarter hours plus two years at the instructor level at Lake Superior State College, or

b. Earned doctorate in his/her field.

9.1.2. Associate Professor

a. Master's degree plus thirty quarter hours plus five years at the assistant level at Lake Superior State College, or

b. Earned doctorate in his/her field plus three years at the assistant level at Lake Superior State College.

9.1.3. Professor

a. Master's degree plus forty-five quarter hours plus seven years at the associate level at Lake Superior State College, or

b. Earned doctorate in his/her field plus five years at the associate level at Lake Superior State College.

9.2. Judgmental Criteria for Promotion

9.2.1. A committee shall be chosen consisting of three representatives of the College appointed by the vice president for academic affairs and three faculty members chosen by the bargaining unit. These six individuals will not be eligible to serve on the 1983-84 Promotions Committee.

The task of this committee shall be to establish specific judgmental criteria for promotion to the various ranks. Upon completion of this task, these judgmental criteria will be announced to the faculty so that promotion files may be prepared by the candidates in a manner which accounts for the judgmental criteria to be used. This committee will be appointed within ten (10) college days after the ratification of this Agreement; co-conveners will be named by both parties to call the first meeting. This committee must complete its assignment within sixty (60) college days after ratification of this Agreement. If the committee is unable to establish criteria within the time limit, the committee will be released from its charge and such criteria will be established by the vice president for academic affairs and the president of the LSSC Faculty Association within ten (10) college days.

9.3. Procedures for Promotion

9.3.1. During the fall term, a Promotions Committee shall be chosen. It shall consist of three department heads and three faculty members who are full professors. The faculty members shall be elected by the faculty and serve staggered three-year terms.

9.3.2. Faculty members who have attained the minimum qualifying requirements listed above, according to the College records, may submit their promotion files by a date announced by the Promotions Committee. Faculty members being considered will be notified in writing by the Promotions Committee with a copy to the College and the Association. The committee will also consider any other faculty who do not meet the minimum qualifying requirements but for whom there is evidence of equivalent experience and who nominate themselves by the deadline announced by the Promotions Committee. Upon written request, the College shall provide a faculty member with a copy of the report of the Judgmental Criteria Committee and the application forms.

9.3.3. The Promotions Committee will review the evidence submitted to it according to the established judgmental criteria. A majority vote of the committee members will be required to include the name of an individual on the final promotions list. Those candidates who are not on the final list determined by the Promotions Committee shall be directly notified by the committee in writing of the reasons. A list of those not recommended will be forwarded to the Association.

The Promotions Committee will submit its final list of recommendations to the vice president for academic affairs with a copy to the Association. Because of affirmative action, or other considerations, the College may add other faculty to this list. If such faculty are added, all faculty on the final Promotion Committee list shall be promoted. The vice president for academic affairs shall then send the list to the appropriate department heads (with a copy to the Association) for their recommendations. The department heads' recommendations for promotion shall be submitted to the appropriate vice president for implementation the next academic year if the recommendations are approved. The vice presidents' recommendations shall be forwarded to the president for review, and if he/she concurs, the recommendations shall be transmitted to the Board of Control for its consideration and decision. Those on the final list who do not receive promotion shall be notified of the reasons in writing. A list of those not recommended will be forwarded to the Association.

10. TENURE

10.1. Definition

Tenure is defined as continuous employment of a faculty member on an academic-year contract or a twelve-month contract, with discharge only for just cause as established by the grievance procedure and this Agreement. Tenure is awarded by the Board of Control, pursuant to its statutory responsibilities.

10.2. Recommendations

Recommendations for tenure shall originate with the department head, who shall review the faculty member's annual evaluations and qualifications for tenure. Based on this review, the department head shall forward his or her tenure recommendations to the vice president for academic affairs no later than December 1 of each academic year. The recommendations shall be reviewed by the vice president, then forwarded to the president for his or her review. If the president concurs in the department head's recommendations, and the recommendations of the vice president, the recommendations shall be forwarded to the Board of Control for consideration at its December meeting.

Candidates for tenure shall be considered in accordance with the provisions of Section 7.1.2.

10.3. Service Credit Toward Tenure

10.3.1. Faculty members with probationary appointments are eligible to earn service credit toward tenure, at the rate of one year of service credit for one academic year's service at the College. Faculty members on approved leaves of absence with pay shall accrue service credit. Probationary faculty members on approved leaves of absence without pay shall not accrue service credit, except as provided by law; however, they shall not lose service credit already accrued. Probationary faculty members who sever their relationship with the College, either through resignation or by exceeding the period of an approved leave of absence, shall lose all service credit previously accrued toward tenure.

10.3.2. Faculty members with temporary appointments do not accrue service credit toward tenure. If they are appointed to probationary positions, they shall be granted service credit for the time previously served.

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11. ACADEMIC CONDITIONS AND WORKLOAD

11.1. Non-Discrimination

The College shall not, in the conduct of its business, discriminate against any individual on the basis of age, creed, marital status, race, national origin, religion, residence, sex or handicap.

11.2. Qualifications

The College shall assign faculty members teaching, counseling, or librarian tasks based on the qualifications of the individual.

These qualifications shall be established by:

a. The individual's graduate-school transcript(s) showing major and minor concentrations of study in master's and doctoral programs and major(s) in baccalaureate programs.

b. The faculty member's professional experience, or special expertise based on independent study, scholarly publications or documented research.

c. The department head, based on paragraphs 11.2.a. and 11.2.b., after an exchange of facts and opinions with the individual faculty member, shall establish a list of LSSC courses and subjects which the faculty member is qualified to teach.

These qualifications shall be reviewed annually at the request of the individual faculty member.

11.3. Teaching Loads

11.3.1. For the purpose of defining teaching loads and overloads, one credit hour shall be considered as one class hour of lecture or recitation, or one and one-half hours of laboratory. The credit hour defined above is to be differentiated from the "Student Credit Hour" used in the catalog course descriptions.

11.3.2. Faculty teaching loads shall not exceed 36 credit hours, or their equivalent, for the academic year. Faculty teaching loads shall not exceed 15 credit hours per term, or the equivalent. Exceptions to this may occur in the event of an educational necessity in which case a faculty member may be assigned more than 15 credit hours for one term during the academic year. Faculty members may volunteer to accept a supplemental appointment or an overload. A faculty member shall not be discriminated against for not volunteering to carry a supplemental assignment or an overload.

11.3.3. The teaching load in the Physical Education Department will be defined as follows:

11.3.3.1. In an activity course, one credit hour equals one and one-half hours of instruction.

11.3.3.2. The total teaching load shall not be subject to a limitation on the number of preparations.

11.3.4. Non-teaching faculty members' workloads shall be 40 clockhours per week. Any librarian or counselor who is assigned to teach any class shall have his or her workload reduced accordingly.

11.3.5. Librarians and counselors shall have the option of electing a three-fourths appointment instead of a full-time appointment, in order to participate in professional development.

11.3.6. Faculty assignments shall not exceed five days per week, without the consent of the faculty member. No faculty member shall be assigned both Saturday and Sunday without his or her consent.

11.3.7. Any teaching overload must be reported to the vice president for academic affairs and copies shall be furnished to the faculty member and the Association.

11.3.8. Faculty teaching loads shall not exceed three separate lecture preparations for any one quarter without the consent of the faculty member involved.

11.3.9. Each faculty member shall schedule a minimum of five office hours per week in consultation with his or her department head.

11.3.10. Both parties recognize that the teaching load does not constitute the full work load for professional faculty. Maintaining office hours, advising students, and correcting work of students, for examples, are recognized as part of the professional responsibilities of the faculty member.

11.3.11. Practicum/Internship Formula

11.3.11.1. The number of credit hours a faculty member will receive for teaching a course identified in the College catalog as a practicum or internship course will be determined by the following formula:

$$\frac{\text{preparation time + class time + evaluation time}}{32} = \text{credit hours}$$

Preparation time is defined as the total number of hours required to place the students enrolled in the course.

Evaluation time is defined as the total number of hours required by the instructor to evaluate the students in the course.

To illustrate how this will be applied, the teaching credit for a "practicum" or "internship" carrying variable credit, allowing students to enroll in the course for 4, 6, 8, or 12 hours of credit would be computed as follows:

Credit Hours	Preparation Time	Evaluation Time
4	hrs. per student x number of students	hrs. per student x number of students
6	hrs. per student x number of students	hrs. per student x number of students
8	hrs. per student x number of students	hrs. per student x number of students
12	hrs. per student x number of students	hrs. per student x number of students
	Total Preparation Time	Total Evaluation Time

Class time is defined as the total number of hours the class meets for recitation or lecture during the term, plus course-preparation time.

Preparation time, evaluation time, and class time will be determined for the course, not for the instructor assigned the course. The total number of hours it will take to instruct a course may vary directly with the number of students enrolled in the course and by the number of credit hours for which each student is enrolled. The department head, in a meeting with all those faculty members who are listed as qualified to teach the course as provided for in Section 11.2. of the Agreement, and with an Association representative present, will determine the amount of evaluation time, preparation time, and class time required to instruct a course. If the faculty member assigned the course is not satisfied with the department head's decision, he/she may request a meeting with the department head and the vice president for academic affairs to discuss the matter. The appropriate Faculty Association representative(s) may accompany the faculty member at this meeting. After review of all evidence presented by the affected faculty member and/or the Faculty Association, the vice president for academic affairs will provide a final decision.

Each term any practicum or internship assigned to a faculty member will count as a lecture preparation for purposes of Section 11.3.8. of this Agreement. Practicum or internship courses offered for variable credit and bearing the same course number and name, are considered one lecture preparation. Example: MH203 may be offered for four, six, eight or twelve credits; some students may be enrolled for four, six, eight, or twelve credits, but the course would be considered the equivalent of only one lecture preparation.

11.3.11.2. Credit hour workloads for practicum or internship courses which are revised or developed and approved shall be determined using the procedures outlined above.

11.3.11.3. If a faculty member, after teaching a practicum or internship, feel that he/she is not able to conscientiously teach the course within the workload parameters established, he/she may remove the course from the list of courses (described in 11.2. of the Agreement) which he/she is to teach for the next academic year. Such removal may result in less than a full load, with corresponding change from full-time status.

11.3.12. Class Sizes

11.3.12.1. The head of each department, after an exchange of facts and/or opinions with his or her faculty, shall determine the need for teaching assistants for faculty members whose teaching loads exceed 600 student credit hours per term, or whose courses would benefit from teaching assistants. The department head shall submit his or her findings to the vice president for academic affairs, with specific requests for assignment of appropriate numbers of teaching assistants. For those courses where the provision for teaching assistants has been recommended, but teaching assistants have not been provided, the vice president for academic affairs shall notify, in writing, the department head and faculty member of the reasons.

11.3.12.2. Both the faculty and the College recognize that decisions about class size have consequences for the quality and cost of education. The department head, in agreement with the faculty member involved, shall set the maximum and minimum number of students in his/her courses taught in the department.

11.3.12.3. In the event of a disagreement between the department head and the faculty member in Section 11.3.12.2., the maximum or minimum number of students in the courses involved shall be established by the vice president for academic affairs.

11.3.13. Without the written permission of the faculty member, a department head shall not assign classes that exceed a nine hour span on a given day. Supplemental assignments are exempt from this restriction.

11.3.14. No faculty member shall be required to teach a supplemental or regularly assigned class at KCF without his/her consent.

In order to adequately staff and schedule the courses taught at KCF, the College may have a non-bargaining unit person teach more than six credit hours for three or more consecutive terms without becoming a member of the bargaining unit.

For the purpose of staffing and scheduling, a faculty member consenting to teach at KCF may be required to make a written commitment to accept supplemental and/or regular assignments there for no more than three terms in advance.

The requirement of consent shall not take effect until the term following ratification of this Agreement.

11.4. College Calendar

11.4.1. The 1986-87 College calendar, as approved by the Board of Control, shall not be changed without prior negotiations with the Association, except in cases of emergency.

11.4.2. Using the "Special Conferences" provision of this Agreement, the Association and the College shall confer on a method mutually acceptable to both parties in arriving at an academic calendar for the 1987-88, 1988-89, and 1989-90 academic years.

11.4.3. To preserve the flexibility needed in the scheduling of summer classes, the Association waives, for the duration of this Agreement, negotiation of summer calendars.

11.5. Working Conditions

The College shall provide without charge:

a. An office for each faculty member, with the usual furniture, including desk, chairs, bookcases, and filing cabinets.

b. A telephone connected to an outside line through the switchboard, for each faculty member.

c. Faculty members with keys to their offices, and other rooms and buildings connected with their work.

d. Faculty members with secretarial assistance.

e. The necessary machines and equipment such as dittos, mimeographs, copiers, typewriters, timing devices, athletic equipment, and laboratory equipment.

f. Faculty members with common supplies such as paper, pens, grade books, ditto and stencil masters, and desk calendars.

g. For the rental of films, special exhibits, and other incidental educational aids.

h. Faculty members with more than one vehicle with up to two parking permits per year. Holders of more than one should have no more than one vehicle on campus at one time.

i. Faculty members with quarterly library loan and reserve-shelf privileges.

j. Audio visual equipment such as overhead, slide, and movie projectors; and the staff to deliver and set up such equipment.

k. Any physical examinations required by the College, or by law, connection with a faculty member's professional obligations.

l. All identification cards the College wants the faculty members to obtain.

m. For the distribution of all checks and personal information in sealed envelopes.

n. Access to a private room for counseling students, by reserving the room through the department head.

o. Canadian nursing registration fees for Michigan nursing faculty, and chauffeur license fees, if required of faculty in the performance of their professional duties.

p. A faculty lounge. Members of the faculty and staff are welcome to use the Anchor Room of the Cisler Center at any time that this room has not been reserved by another group during the regular hours of operation of the Center. Further, the College agrees to make the Anchor Room available for reserved use by the faculty once each week during the academic year, subject to completion of advance arrangements for reservation of the room by the Faculty Association. Reservation shall be made no more than two weeks prior to the date of the proposed use. If the Anchor Room has been previously reserved by another group, the College will seek to provide an alternative room in the Cisler Center. Furnishing of additional facilities or services, in conjunction with the use of the Anchor Room or the alternative, shall be the responsibility of the faculty and/or the Association.

11.6. Workload Adjustments

11.6.1. The faculty workload as defined in this Agreement will remain in effect for the duration of this Agreement, except nothing in this Agreement shall require a workload adjustment when a faculty member wants to divide an assigned class into more than one section.

11.6.2. Faculty members who consent to serve as coordinators of a program, undertake non-teaching academic responsibilities (directing student research, conducting basic or applied research, conducting departmental or College projects, writing grants and/or proposals, participating in interuniversity service, etc.) or who have 50 or more advisees, may be given released time for such activities. The department head, in consultation with the faculty member involved, will determine the amount of released time, which is subject to the approval of the vice president for academic affairs. A copy of any such agreements shall be furnished to the Association.

11.6.3. Load adjustments and compensation for the development and/or implementation of new programs shall be agreed to by the Association and the College.

11.6.4. The College and the Association agree that the "Special Conferences" section of this Agreement will be implemented for the purpose of

making recommendations to the vice president for academic affairs concerning the large number of advisees some faculty members must work with.

11.6.5. Faculty members, whose contractual appointments include coaching responsibilities, shall have their work loads credited according to the following point schedule. Three points equal one credit hour.

	Fall	Winter	Spring
Men's Basketball	13*	13*	9
Women's Basketball	13*	13*	9
Volleyball	13*	9	9
Hockey	13*	13*	9
Hockey Assistant	9	13*	9
Intramurals	7	7	7
Wrestling	9	13*	9
Athletic Training	18	18	18
Softball	0	0	4
Cheerleaders	0	4	0
Track	0	0	4
Cross Country	4	0	0
Rifle	0	4	0
Skiing	0	4	0
Men's Tennis	0	0	4
Women's Tennis	4	0	0

*Includes four points for teaching the course

11.6.6. Load adjustments and compensation for any new coaching obligations not identified above shall be agreed to by the Association and the College.

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12. GRIEVANCE PROCEDURE

12.1. Definition

A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement.

12.2. Steps

The steps in the grievance procedure are as follows:

12.2.1. First:

A faculty member who has a grievance concerning his or her employment should promptly, and in no event later than ten (10) college days after the grievance may reasonably be known to exist, inform orally his or her department head. On grievances related to payroll items, the grievance must be presented within ten (10) college days after t payday concerned. The department head shall then set a place and ti within the next two (2) college days, for an oral presentation of t grievance. If the aggrieved faculty member wishes, the appropriate Faculty Association representative may assist the faculty member in the oral presentation.

If the aggrieved faculty member does not receive a satisfactory resolution of the grievance within two (2) college days after the presentation, the grievance may be submitted on the appropriate grievance form available from the Association (see Appendix A) to appropriate vice president for written decision, provided the sub mission is made within five (5) college days.

12.2.2. Second:

Upon receipt of the written grievance, the appropriate vice pres shall set, within five (5) college days, a place and time for a second-step grievance hearing. Such hearing shall be scheduled occur within ten (10) college days of receipt of the written grievance. The aggrieved faculty member may have the assistanc Faculty Association representative at the hearing. Whether or the Faculty Association representative assists at the grievance hea the Faculty Association shall receive a copy of the written de

If the aggrieved faculty member does not receive a satisfactor resolution of the grievance within five (5) college days after written grievance is received, the written grievance may be su to a Review Conference or Step Three.

12.2.3. Third:

If the aggrieved faculty member is not satisfied with the ans Step Two, he/she shall notify the Employee Relations Office within five (5) college days from the Association's receipt written answer and request that a Review Conference be sched the purpose of restating the Faculty Association's and the

positions and working toward a mutually acceptable solution of the grievance. Such conference shall be scheduled to occur within ten (10) college days of receipt of the answer at Step Two. Faculty Association participants in this conference shall be limited to the aggrieved faculty member, a Faculty Association representative, and a representative of the MEA-NEA. College participants in this conference shall include at least one College person other than the College representative who answered the grievance at a previous step.

If a grievance which is arbitrable under the fourth level of the grievance procedure cannot be settled within seven (7) college days after the third-level Review Conference, it may be then referred to arbitration.

12.2.4. Fourth: ARBITRATION

12.2.4.1. If after the third step of the grievance procedure, the grievance is still unsettled, and if it involves a controversy concerning compliance with the express terms of this Agreement, the Faculty Association may, within ten (10) college days after receipt of the written answer from the Review Conference, request arbitration. If no such notice is given within the ten (10) college day period, the grievance shall be deemed settled and not subject to arbitration.

12.2.4.2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the College and the Faculty Association within ten (10) college days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five arbitrators. Both the College and the Association shall have the right to strike two names from the panel. The College shall strike the first name; the Association shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

12.2.4.3. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to the arbitrator consistent with the provisions of this Agreement.

In making his or her decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts. The arbitrator is specifically prohibited by this Agreement from hearing any grievance involving the discharge of probationary and temporary faculty members or hearing any grievance concerning the decision not to reappoint or retain a faculty member on a supplemental appointment.

12.2.4.4. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument.

12.2.4.5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the College and the Association. However, a reasonable number of faculty members who are called to testify during an arbitration hearing during their assigned working hours shall do so without loss of time or pay.

12.2.4.6. Expedited arbitration may be utilized by mutual agreement of both parties.

12.2.5. Time Limits

If a time limit is not observed by the aggrieved faculty member, the grievance shall be considered settled, except that at any step of the grievance procedure, the aggrieved faculty member and the College's representative, at that step of the grievance procedure, may extend the time limit by mutual agreement in writing. If the College fails to respond to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure.

12.2.6. Miscellaneous Provisions

12.2.6.1. The Association shall have the right to initiate a grievance on behalf of a faculty member or consolidate the same grievance involving more than one faculty member.

12.2.6.2. Any grievance initiated under this Agreement shall be processed in accordance with this grievance procedure until resolution, notwithstanding the expiration of this Agreement.

12.2.6.3. No reprisals of any kind shall be taken against faculty members for participating in a grievance.

12.2.6.4. All documents, communications and records arising from a grievance, except for the decision constituting final disposition, shall be kept separate from the personnel files of participants.

12.2.6.5. If a faculty member has a complaint which he or she wishes to present to the administration, he or she is free to do so informally without recourse to the formal grievance procedure; however, no complaint shall be adjusted contrary to this Agreement.

12.2.6.6. If any faculty member for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his or her appointment, he or she shall be reinstated with full compensation and advantages. If any faculty member has been improperly deprived of compensation or advantages, the advantages or compensation shall be restored and/or its equivalent in money shall be paid to him/her and his/her record cleansed of any reference to this action; however, nothing in this paragraph shall prevent the arbitrator from exercising his/her judgment in an award.

12.2.6.7. If the College refuses to participate in arbitration of a grievance arising under this Agreement, the arbitration shall proceed on an ex parte basis.

13. LAYOFF AND RECALL OF FACULTY MEMBERS

13.1. Whenever it is necessary to decrease the size of the faculty because of proven exigencies, the Board of Control, upon recommendation of the president of the College, may cause the necessary faculty to be placed on layoff. The faculty member(s) involved will receive notification of layoff by December 15 of the year preceding the layoff, if possible.

13.2. Nonrenewal of a probationary faculty member shall not be considered a layoff under this section.

13.3. The following shall be considered in laying off a faculty member: length of service in the College and academic qualifications pursuant to Section 11.2. If faculty members have equal seniority in the College, the faculty member with the superior qualifications shall be retained.

13.4. Full-time nonbargaining unit personnel at the College shall not perform bargaining unit work if qualified faculty members who are on layoff accept the work offered, unless such teaching assignments have been continuous and part of their regularly assigned duties each term. Adjunct faculty shall not be contracted to perform bargaining unit work if qualified faculty members on layoff accept the work offered.

13.5. While for purposes of the Agreement 36 credit hours is considered a full-time load, for the purposes of layoff when a proven exigency exists, 34 hours will be allowed. Also, for purposes of layoff when a proven exigency exists and faculty have been laid off in a specific department, that department head may assign a fourth preparation to faculty members.

13.6. A faculty member placed on layoff is eligible for recall for a period not to exceed three (3) years.

13.7. A faculty member placed on layoff will be reinstated if the faculty member accepts the offer of reinstatement within fourteen (14) calendar days after the offer of reemployment is sent by certified mail to the faculty member's last known address. It shall be the faculty member's responsibility to ensure that the College personnel office records reflect the faculty member's current address.

13.8. In the event a recall offer is accepted, such reemployment shall not result in a loss of status or credit for previous years of service, and the faculty member, upon commencement of active employment, shall receive all previous benefits and status as held on the date of layoff.

14. CURRICULUM DEVELOPMENT

14.1. All Curriculum proposals shall originate with the appropriate department, unless the courses or curriculum under consideration are new to the College and, therefore, not appropriately within the jurisdiction of an existing department. In this circumstance, the initiation of such a new course(s) shall be within the jurisdiction of the vice president for academic affairs; initiation of new curricula shall be similarly within his or her jurisdiction. The General Education Council, which is composed of the vice president for academic affairs, curriculum shall be within the jurisdiction of the Academic Affairs the academic department heads, the director of the library, and such other officers of the College as may be appointed to that council from time to time.

14.2. A course or program proposal, revision, or modification may be proposed by any faculty member on the appropriate form furnished to the academic departments. Such a proposal, revision, or modification shall be prepared and circulated among the faculty members within the department. The department head shall receive a copy, and upon receipt, shall place the proposal on the agenda for a departmental meeting. The proposal shall be discussed by the faculty at said meeting, and a recorded vote taken on adoption of the proposal.

14.3. The proposal shall then go to the department head for his or her review; if he or she concurs with the department's recommendation, the proposal shall be forwarded to the Curriculum Committee.

14.4. In the case of new courses or a new curriculum, not within the jurisdiction of an existing department, the vice president shall forward the proposal to the Curriculum Committee. Changes in the General Education curriculum proposed by the Academic Affairs Council shall be forwarded to the Curriculum Committee. The Curriculum Committee shall recommend approval, modification, or rejection of all curriculum-related proposals submitted to the committee.

14.5. All recommendations adopted by the Curriculum Committee shall be forwarded to the administration by the vice president for academic affairs within 30 days of the receipt of the proposal by the committee.

14.6. <u>Curriculum Committee</u>

14.6.1. The Curriculum Committee shall be composed of four faculty members from each School (to be elected by the faculty within each School), two students from each School (to be chosen by the Student Senate), and one department head from each School (to be selected by the Academic Affairs Council), and the vice president for academic affairs, who shall be the chairman of the committee.

14.6.2. The faculty representatives shall be elected by the end of the second week of the fall term. Faculty representatives shall serve staggered two-year terms. Faculty vacancies shall be filled by election within the Schools concerned within 10 college days of the existence of the vacancies.

14.6.3. The vice president for academic affairs shall call the first of the committee by the end of the third week of the fall te first item of business at this initial meeting shall be the ment of the committee's rules and procedures. The Curriculur Committee shall establish any standing and ad hoc subcommitte are deemed necessary. Membership of subcommittees shall be d by the Curriculum Committee. The sessions of the Curriculum shall be open.

14.6.4. The Curriculum Committee shall establish a regular pattern of and this schedule with agendas shall be made public. The Curr Committee shall, in cooperation with the College, establish th cedures and forms for submission of curriculum-related proposa

14.6.5. The above procedures shall be established within 30 college day the initial establishment of the Curriculum Committee.

14.6.6. Where there is a difference of opinion between the administratic the department or Curriculum Committee concerning curriculum proposals, revisions, deletions or modifications, the matter wil presented to the Board of Control for a final decision.

Prior to the Board of Control meeting, a written repo[illegible] of the di senting opinion shall be included in the mailed agenda. A spokes person for the dissenting position will be allowed to actively pa ipate in the discussion when the item is considered by the Board c Control.

15. PROFESSIONAL DEVELOPMENT AND LEAVES

15.1. Leaves of Absence Without Pay

A policy permitting leaves of absence without pay may under certain circumstances be beneficial to both the individual and the College. Examples of reasons for such leaves are professional development, political activities, extended military service, and extended child birth leave. These examples are not intended to encompass all the possible reasons for a leave of absence without pay. However, such leave shall not exceed one (1) calendar year.

15.1.1. Application

The faculty member shall make his or her request for leave without pay to his or her department head, stating the reason for the leave, the period of absence, and the expected date of return. When possible, this application should be made by January 15 of the academic year preceding the academic year in which the leave is to occur.

15.1.2. Approval

The department head shall make his or her recommendation to approve or deny the request for leave without pay to the appropriate vice president. If the vice president overrules the recommendation of the department head, he or she shall make his or her reasons known in writing to the department head and the faculty member. The leave of absence request may be withdrawn in writing by the applicant, without prejudice, if done before a replacement has been appointed.

15.1.3. Length of Leave

The period of the leave shall not exceed twelve months. The beginning and ending dates of a leave will normally coincide with the beginning and ending dates of academic quarters. Leaves of absence without pay may be extended upon approval by the department head, the appropriate vice president, president, and the Board of Control.

15.1.4. If, in the event of extenuating circumstances beyond his or her control, a faculty member on leave wishes to return to the College before the expiration date of the leave, he or she must submit a written request to his or her department head. In such cases, the College shall make reasonable efforts to return the faculty member to the payroll.

15.1.5. Upon expiration of the leave of absence without pay, the faculty member shall be reinstated in his or her former position with at least his or her former rank and at least the salary he/she would have received had the leave not been taken.

15.1.6. Deduction for Leave of Absence Without Pay

Deductions for approved days of absence without pay shall be calculated for faculty members on academic year appointments on the uniform basis of one-hundred-seventy (170) working days = one-thousand-three-hundred-sixty (1,360) working hours, eight (8) hours per day.

The number of work days (170) indicated is for the purpose of convenience in payroll accounting only.

The deduction for leave of absence without pay shall be made on a half-day basis, with one-half day's pay deducted when a faculty member misses part of his/her professional obligation, and deduction of a full day's pay when the entire professional obligation is missed.

For leave of absence without pay of more than one day's duration, intervening days shall be counted as full work days if classes are in session, including the final examination period, even when the faculty member has no professional obligations scheduled for that particular day.

15.2. Leaves of Absence With Pay

15.2.1. Vacations

Full-time faculty members on annual appointment accrue sixteen (16) hours of vacation per month. Unused vacation time shall not be accumulated beyond thirty-six (36) days or two hundred eighty-eight (288) hours. Faculty members on academic-year appointment do not accrue vacation, but have the normal days off associated with the academic calendar.

15.2.2. Sick Leave

15.2.2.1. Absences Chargeable to Sick Leave

Absences chargeable to sick leave are those due to personal illness, injury or other disability of the faculty member, including pregnancy and childbirth; and time needed for appointments with doctors, dentists, or other health-care practitioners.

Absences required by the confining illness or injury to members of the immediate family, who in this instance shall include the following: spouse, children, parents, or parents-in-law; absences to be limited to five (5) days per incident.

Absences required by the illness or injury to other members of the immediate or extended family, who in this instance shall include dependents, grandparents, brothers and sisters; absences to be limited to four (4) days per incident.

15.2.2.2. Accrual of Sick Leave

Faculty members on annual appointment accrue four (4) hours per pay period. Faculty members on academic year appointment accrue eighty (80) hours during any twelve (12) month period.

Faculty members accrue sick leave during any paid absence. Faculty members returning from any leave of absence without pay shall have previously unused sick leave accumulation credited to their sick leave account.

Maximum accrual is twelve hundred (1200) hours.

15.2.2.3. Donation of Sick Leave

The Association may request individual faculty members to donate accrued sick leave days to provide a faculty member with additional sick days when he or she has exhausted his or her sick leave. This donated accrued sick leave can only be utilized to qualify the faculty member who has exhausted his or her sick leave for long-term disability benefits. Faculty members who use this donated sick leave are limited to a maximum of 60 work days in a single block of time. The purpose of the donated sick leave is to assist faculty members who have not accumulated enough sick leave to recover from their long-term illnesses, or to qualify for long-term disability benefits.

15.2.3. Funeral Leave

Faculty members shall be granted leave with pay for up to five (5) days for absences necessitated by the death of a relative, dependent, or occupant of the same household.

15.2.4. Coverage of Sick Leave and Funeral Leave

While it is the responsibility of faculty members to meet all of their professional duties, if it becomes necessary to use sick leave or funeral leave, it is the appropriate department head's responsibility, upon notification, to arrange to cover a faculty member's duties and to provide whatever further notification the College may require.

15.2.5. Jury Duty and Witness Service

Faculty members who lose time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate. Jury duty and witness fees, excluding any travel allowance paid by the court, shall be offset against such pay. Faculty members shall furnish the Office of Employee Relations a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day. A faculty member temporarily excused from attendance at court shall report for his or her regular responsibilities at the College during the excused period. Faculty members are not in travel status while on leave for jury duty or witness service. Therefore, they may not use a

state car and are not eligible for travel reimbursement from the College. If a faculty member's absence would impair departmental operations, the department head may petition the court to excuse the faculty member from jury duty.

15.2.6. Pregnancy and Childbirth Leave

The sick leave and leave without pay provisions of this Agreement apply to absences due to pregnancy and childbirth the same as to any other temporary disability. The duration of the temporary disability is determined by the attending physician. The faculty member should notify her department head of her intention to seek leave at least 90 days prior to the expected date of the anticipated starting date of the leave. The period prior to or following the conclusion of the temporary disability is covered by the leave without pay provision of this Agreement. Leave without pay may be granted for childcare purposes. The leave for temporary disability due to pregnancy or childbirth shall be chargeable to either sick leave or leave without pay at the discretion of the faculty member involved.

15.2.7. Temporary, Emergency and Regular Military Leave

The Association agrees that for the duration of this Agreement, the Association waives without reservation or qualification the right to negotiate any condition of employment regarding temporary, emergency or regular military leaves. Policies adopted by the College shall govern all military leave.

15.3. Professional Development Funds

15.3.1. The College will provide each department a sum equal to $400 per full-time faculty member for professional development for the academic years 1986-87 and 1987-88. Professional development funds shall be allocated on a pro-rated basis for regular part-time faculty members.

15.3.2. The professional development allocation per faculty member may also be used to permit the individual faculty member to recommend certain purchases from his/her allocation. Examples of such purchases, which shall be related to the faculty member's professional development or teaching objectives, are books, developmental materials, and journal subscriptions. Any purchases from such allocation shall be stored in the departmental quarters or the Library reserve shelves, so that the materials are available to colleagues and students. Expenditure recommendations by each faculty member will be given to the department head for his/her concurrence, and denial shall not be subject to the grievance procedure if the requested purchase is a duplication of material already available in the College Library, or departmental holdings.

15.3.3. By written agreement between or among faculty of an individual department, and with the concurrence of the department head, a faculty member may allocate a portion or all of his/her professional development money for use by a departmental colleague.

15.3.4. A faculty member's professional development fund shall carry over from academic year to academic year, but not to exceeed $2,000. Fund balances in excess of $2,000 in an individual's account shall revert to the departmental professional development fund for faculty development.

15.4. Sabbatical Leaves

For each of the 1987-88 and 1988-89 academic years, the College shall grant a total of six terms of leave at full pay. The faculty member's health, life, dental, and long term disability insurance shall be continued while the faculty member is on sabbatical leave provided such continuation is consistent with the underwriter's contract conditions.

15.5. Fringe Benefits

The College shall continue insurance programs while a faculty member is on an approved paid leave of absence, subject only to the rules and regulations of the insurance underwriter.

16. FRINGE BENEFITS

16.1. Health, Life and Dental Insurance

16.1.1. Within group operating procedures prescribed by the Michigan Hospital Service and the Michigan Medical Service with respect to eligibility, enrollment, notices of contract change, reporting of subscriber information, and similar matters, each full-time faculty member shall be eligible for the following health insurance coverage: comprehensive hospital, semi-private MVF-1, D-45NM, F, FC, SD riders, prescription drug rider with $2.00 co-pay, FAE-RC and ML riders, and master medical option two. This coverage is available for full-time faculty members, their spouses, and eligible dependents.

16.1.2. Effective no later than September 1, 1986 and upon submission of written application, the College shall provide each faculty member and his or her spouse and single children dependents, as defined by the United States Internal Revenue Service, a dental plan defined as follows:

The dental plan pays reasonable charges for covered expenses with NO deductible for any Class.

COINSURANCE

CLASS I: Diagnostic services, preventive services, and palliative treatment are covered at 60 percent of reasonable charges.

CLASS II: Restorative, endodontic and periodontic services; oral surgery; repairs; adjustments and relining of dentures and bridges; and adjunctive general services are covered at 60 percent of reasonable charges.

CLASS III: Construction and replacement of dentures and bridges are covered at 60 percent of reasonable charges.

ANNUAL MAXIMUM

Each member is entitled to maximum benefits of $1,000.00 every contract year.

16.1.3 The College shall provide, at no cost to each faculty member, a group term life insurance policy in the face amount of $30,000.00. In the event of accidental death, the insurance will pay double the specified amount. The life insurance policy will be made available to faculty members, subject to the rules and regulations of the underwriter.

16.2. Part-time Faculty Insurance Benefits

The College subsidy for health, life, and dental insurance benefits shall be provided to part-time faculty members on a prorated basis.

16.3. Long Term Disability

The College shall provide to faculty members a long-term disability insurance program, subject to the rules and regulations of the insurance underwriter. Coverage will start after six months of disability, providing benefits at the rate of 66 2/3 percent of the faculty member's monthly salary at the date of disability, up to a maximum monthly benefit of $2,000.00, and shall continue until death, age 65, or recovery. This long-term disability program shall provide for maternity benefits and Social Security freeze.

16.4. Retirement

16.4.1. The mandatory date of retirement shall be the June 30 following the faculty member's 70th birthday. In special cases the Board of Control may, on the recommendation of the president and with the faculty member's consent, extend employment beyond the mandatory retirement date for periods of not more than one year, for the convenience and necessity of the College.

16.4.2. Each faculty member shall have the choice of one of the following retirement plans: Michigan Public School Employees' Retirement System (MPSERS), or Teachers' Insurance Annuity Association-College Retirement Equities Fund (TIAA-CREF).

16.4.3. Contributions by the College for faculty members in the Michigan Public School Employees' Retirement System are determined annually by the State of Michigan. The College's contribution for each faculty member enrolled in TIAA-CREF shall be equal to twelve percent (12%) of the faculty member's gross annual earnings at the College.

16.5. Payment of Sick Leave Benefits Upon Retirement

16.5.1. Faculty members who have completed ten (10) consecutive years of full-time or equivalent parttime service at the College, at the time of their retirement, in accordance with the provisions of the retirement act, are entitled to receive payment for accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days. Payment shall be computed at the faculty member's true hourly rate, at the time the event set forth in this section occurs, times the number of hours of unused accrued sick leave time up to a maximum of eight hundred (800) hours or one hundred (100) working days. (The true hourly rate shall be determined by dividing the annual salary by 1600 hours for faculty members on an academic year appointment, or 2088 hours for faculty members on an annual appointment). Retirement, as used in this section, means that the faculty member meets the age and service requirements for retirement under the provisions of the Michigan Public School Employees Retirement System.

16.5.2. The parties to this agreement shall establish a committee of six ( ) members. This committee shall select an outside consultant and charge said consultant to do an in-depth study, investigate and devise an actuarially sound method which will provide that faculty members be compensated for the equity they have vested in sick leave benefits payable upon retirement. This committee will consist of three (3) faculty members appointed by the Faculty Association and three (3) members appointed by the College. Based on the study, the committee will provide a proposal by September 1, 1987 at the latest for faculty membership and Board of Control consideration. If approved by each party the provisions of the proposal will be implemented within 30 days.

16.5.3. Faculty members newly hired for the academic year of 1987-88 or thereafter, shall not be entitled to any future payment of sick leave benefits at retirement.

16.6. Workers' Compensation

In the event a faculty member is disabled through illness or injury covered by Workers' Compensation, accumulated sick leave shall be used on a pro-rata basis to insure that the faculty member shall be entitled to full pay as long as accumulated sick leave is available. While accumulated sick leave is part of the faculty member's compensation, the College will continue all paid insurance programs, subject to the rules and regulations of the insurance underwriters.

16.7. Health Insurance During Layoff or Dismissal or Unpaid Leave of Absence

Full-time faculty members who are laid off or dismissed at the end of an academic year or who are going on leave without pay the following academic year shall have health insurance premiums paid through August 31 of that year. Faculty members laid off or dismissed during the academic year shall have insurance premiums paid for one month following layoff or dismissal. Faculty members who are on an unpaid leave shall have the option to continue at the group rate at their own expense for a period of 18 months or until they return to work, whichever event occurs first. Surviving spouses and dependent children of faculty members and laid off or dismissed faculty shall have access to the COBRA provisions of Federal law.

16.8. Insurance Information

The College shall provide insurance information, including applications and claim materials.

16.9. Tuition

Dependents of faculty members, meeting the IRS definition of dependency, shall be reimbursed 50% of their tuition costs, upon successful completion of courses carrying college credit applicable towards a baccalaureate degree. Faculty members, and their dependents who have already completed a baccalaureate degree, may take one undergraduate course carrying college credit per term at the College, provided they have registered for the course. Faculty members will receive a 100 percent refund and dependents will receive a 50 percent refund of their tuition fees

upon successful completion of the course with a passing grade and filing of an application for refund.

16.10. **Bookstore Discount**

Faculty members shall be allowed to purchase items other than sale items and cigarettes at the College Bookstore, for their personal use, at a fifteen (15) percent discount.

16.11. **Admission to College Events**

Faculty members shall be admitted without charge to College-sponsored events where the proceeds of such events accrue to the College.

16.12. **Payroll Deduction**

The College shall provide the opportunity for payroll deduction at no cost for the same purposes which were allowed prior to the effective date of this Agreement.

16.13. **Status of Fringe Benefits Upon Termination of Employment**

Faculty members whose employment at the College is terminating, should contact the Office of Employee Relations concerning the status of the benefits listed in Section 16 (the length of coverage of the various insurance policies, and the availability of conversion or continuation options under the various insurance policies then in effect).

17. PROFESSIONAL COMPENSATION

17.1. Definition of Base Salary

A faculty member's base salary shall be defined as "compensation for teaching load obligations" as defined in this Agreement. The base salary shall not include additional stipends for activities not directly related to faculty duties. The base salary shall include all other salary increases applied to the previous years' base salary.

17.2. Special Adjustments

17.2.1. Those faculty who receive promotions effective September 1, 1986 shall have their base salaries increased by $1,050.00. Effective September 1, 1987 this rate shall be $1,100.00.

17.2.2 Full professors who were promoted to their present rank at LSSC before September 1, 1978, with continuous service since 1978, shall receive a $1,000.00 adjustment to their base salary.

17.2.3 Each faculty member advancing from one of the educational levels specified below to the next higher level at any time during the life of this Agreement shall receive a salary adjustment of $1,000.00 to the faculty member's base salary.

The educational levels recorded in documentation are as follows:

A. Bachelor's degree
B. Master's degree
C. Master's degree plus 45 graduate quarter hours or equivalent
D. Doctor's degree

All course work applied toward a specific educational level must be verified by an official transcript and be appropriate to the position held.

17.2.3.1. For faculty members who have received educational attainment increments for levels attained under the 1983-86 Agreement, the total monetary adjustments shall be equal to the amounts specified in Section 17.2.3. for movement from Bachelors to Masters levels and from Masters to Doctoral levels.

17.3. Adjustment to Base Salaries

17.3.1. Faculty members who were employed during the 1985-86 academic year and who are returning to the faculty shall have their base salaries raised by five (5) percent plus $350 for the 1986-87 academic year, retroactive to September 1, 1986.

17.3.2. Faculty members who were employed during the 1986-87 academic year and are returning to the faculty shall have their base salaries raised by four (4) percent plus $665, effective September 1, 1987.

17.3.3. The adjustment to base salaries shall be applied after the special adjustments provided for in Section 17.2.

17.4. Annual Academic Salaries

The annual salary for a twelve-month appointment shall be the academic year salary multiplied by 11/9.

17.5. Salary for Faculty Members Returning From Leaves

A faculty member returning from an approved leave of absence with or without pay shall receive a salary at least equal to the minimum salary he/she would have been entitled to had he/she remained on the LSSC campus, in the performance of his/her normal duties as a member of the faculty, for the period of the leave. The salary is to be computed from the faculty member's base salary for the last academic year before the leave, applying appropriate equity, and across-the-board increments for the intervening years in sequence, in the same manner as these increments were applied for on-campus faculty members. If the faculty member's absence from campus results in, or coincides with, a promotion in rank or change in his/her educational level factor, the appropriate increments for these changes shall be applied after the other adjustments have been made.

17.6. Compensation for Special Assignments

17.6.1. Faculty members whose duties include such responsibilities as directing, coordinating, etc., either in addition to their regular duties as members of the faculty, or as a part of their regular load, shall receive extra compensation and/or a reduced load commensurate with their duties. Compensation for any special assignment shall require the consent of the faculty member with notification to the Association.

17.6.2. Compensation for special assignments shall not become part of a faculty member's base salary.

17.6.3. The College will send to the Association a list of all faculty members who are given special assignments, and the amount of the extra compensation. Additionally, the College will furnish the Association with a copy of responsibilities associated with each special assignment. If changes are made in the responsibilities, the Association will receive notification.

17.7. Compensation for Supplemental Appointments

17.7.1. Rate of Compensation

Faculty members shall be paid at the rate of $350 per credit hour for their supplemental appointments.

17.7.2. Travel Expense

Faculty members performing any teaching, counseling or library tasks off-campus shall be provided the use of a College vehicle if such transportation is available. Those providing their own transportation shall be reimbursed at the current rate authorized by the State of Michigan.

If a faculty member is required to be absent from campus overnight during meals, he or she shall be provided with lodging and/or meals at the current College rate.

17.7.3. Energy Increment

Faculty or adjunct faculty teaching part-time studies courses which require them to travel more than 25 miles one way from the campus to the place at which the task is performed shall be provided with an energy increment in the amount of 10 cents for each mile in excess of 25 miles. The energy increment is in addition to the mileage reimbursement.

17.8. Overload Compensation

17.8.1. Credit Hour Overloads

17.8.1.1. Any load in excess of 36 credit hours per academic year shall be compensated at the rate specified in Section 17.7.1. Credit hour overloads which extend over only a fraction of a term shall be converted to full-term equivalent credit hours. Payment for credit hour overloads may be waived only at the faculty member's request, which shall be made in writing with a copy of the request going to the Association.

Faculty members who have been awarded leave under Section 15 will be compensated for overloads as follows:

a) Full-time faculty members who have been awarded three terms of approved leave will have all credit hours compensated for at the rate specified in Section 17.7.1.

b) Full-time faculty members who have been awarded two terms of approved leave will be compensated for any hours in excess of 12.

c) Full-time faculty members who have been awarded one term of approved leave will be compensated for any hours in excess of 24.

d) Full-time faculty members who have not been awarded approved leave will be compnesated for any hours in excess of 36.

Payment for all credit hour overloads will be made the third pay period of the term in which the overload occurs.

17.8.1.2. A credit hour load assumed by a faculty member who is substituting for an absent faculty member shall be reported to the College and the Association by the appropriate department head.

17.8.1.3. No faculty member can be required to teach a credit hour overload.

17.8.2. Student Credit Hour Overloads

If at the end of the second week of spring term a faculty member has taught courses totaling more than 1,750 student credit hours for the year (including credit hour overloads generating student credit hours), as part of that faculty member's assigned teaching load, the faculty member shall receive overload compensation of $350; if more

than 2,250 student credit hours, the faculty member shall receive overload compensation of $450. Payment for all student credit hour overloads shall be made on the third payday of the spring term. Student credit hours are determined on the basis of student enrollment at the end of the second week of each term.

17.8.3. Base Salary and Overloads

Payments for credit hour overloads and student credit hour overloads shall not become part of a faculty member's base salary.

17.9. Compensation Data

At the beginning of each academic year, the College shall provide each faculty member with the following compensation data:

a) Total salary.

b) Any special salary adjustment under Section 17.2.

c) Any other special compensation.

17.10. During the term of this Agreement, the faculty member with the consent of the Association may waive part of the compensation provided in 17.7.1. and 17.8.1. to permit the faculty member to teach, voluntarily, such a course which has fewer than ten (10) students at the outset. In the foregoing, the faculty member will be compensated in accordance with the following formula:

$$\frac{\text{Supplemental compensation rate} \times \text{credit hour} \times \text{enrollment}}{10}$$

50

18. NEGOTIATIONS PROCEDURE

If either party desires to modify or change this agreement, it shall by March 1, prior to the termination date of this Agreement or any subsequent termination date, give notice to the other party.

Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Association to the Recorder and Information Officer, Lake Superior State College Faculty Association, Lake Superior State College, Sault Ste. Marie, Michigan and if to the College, addressed to the Office of Employee and Labor Relations, Lake Superior State College, Sault Ste. Marie, Michigan, or to any such address as the Association or the College may make available to each other.

19. NO STRIKE CLAUSE

The Association and College recognize that strikes and other forms of work stoppages by faculty members are contrary to law, as defined by Act 336 as amended (M.S.A.). The Association and the College subscribe to the principle that differences shall be resolved by peaceful and appropriate means. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike during the life of this Agreement. Refusal on the part of any faculty member to comply with the provisions of this section may be cause for disciplinary action.

20. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect through September 1, 1988. This Agreement may not be terminated unilaterally by either party, and all rights, privileges, and obligations thereto shall remain in effect until expiration.

Date signed: _____

LAKE SUPERIOR STATE COLLEGE	LAKE SUPERIOR STATE COLLEGE FACULTY ASSOCIATION, M.E.A./N.E.A.
H. Erik Shaar, President	Gerald M. Samson, President and Member of Negotiating Team
Terrence A. Sweeney, Secretary to Board of Control	Sandra Walker, MEA-NEA
Negotiating Team:	Negotiating Team:
Harry W. Bishop, Chief Negotiator	Purna Chandra
Bruce T. Harger	Galen H. Harrison
Ruth E. Gendzwill	Robert M. Money
Fredrick A. Michels	
Roger T. Murphy	

GRIEVANCE REPORT FORM
LAKE SUPERIOR STATE COLLEGE

APPENDIX A

Grievance # _____

Name of Grievant | Department | Building | Date Filed

_____

STEP 1
Preparation for Submission of Written Grievance

A. Has this grievance been discussed orally with the appropriate department head?
Yes _____ No _____

B. 1. Date cause of grievance occurred _____
2. Discovery date of grievance _____

C. 1. Statement of grievance(s) _____ _____

_____

_____

_____

2. Section of express term(s) of the Agreement allegedly violated _____

_____

_____

3. Remedy sought _____

_____

_____

D. Date presented to department head _____

Disposition by department head _____

_____

_____

_____
Signature of department head Date

E. Date received by grievant and/or Association _____

Position of grievant and/or Association _____

_____

_____

_____
Signature Date

(If additional space is needed in reporting C 1 & 2 Of Step 1, attach an additional sheet.

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STEP II

A. Date received by vice president _____

B. Disposition by vice president _____

_____

_____

_____
Signature Date

C. Date received by grievant and/or Association _____

D. Position of grievant and/or Association _____

_____

_____
Signature Date

STEP III

A. Date received by Employee Relations Office _____

B. Disposition by Review Conference _____

_____

Date received by grievant and/or Association _____

Position of grievant and/or Association _____

_____

_____
Signature of Review Board Chairperson Date

STEP IV

A. Date submitted to arbitration _____

B. Disposition and award of arbitrator _____

_____

_____

_____

_____
Signature of Arbitrator Date of Decision

_____

NOTE: All provisions of Section 12 of the Agreement dated September 1, 1983 will be strictly observed in the settlement of grievances.

FACULTY EVALUATION FORM

Instructions to Department Head

Complete an evaluation form for each faculty member within your department.

The responsibilities of the department head in completing the evaluation form include the following:

1) Complete the form, based upon available information. This information may be obtained with the aid of the faculty member.
2) Discuss the completed evaluation with the individual faculty member.
3) Submit the evaluation form to the appropriate vice president, with a copy to the concerned faculty member.

The following information must be provided for each item in Section III of this form:

Weight:

This information should represent your informed judgment of the portion of the faculty member's total professional effort that is covered by any particular item. The percentages you indicate should total 100 percent and the following weights are recommended: instructional performance, 70-100 percent; professional development, 0-20 percent; College and departmental service, 0-10 percent. Written explanation for any deviation from these recommendations must be included.

Evaluation:

Rate the faculty member's performance satisfactory (S) or unsatisfactory (U). If the item does not apply, or if you believe you have an inadequate basis for judgment, so state in writing.

Comments:

Provide supportive narrative explaining, defending, or qualifying your evaluation.

Documentation:

Indicate the means used in arriving at the evaluation as stated in Section 8 of the Agreement.

At the conclusion of the four general criteria, summarize the overall evaluation as satisfactory or unsatisfactory, together with any comments in support or explanation of the evaluation. Based upon this evaluation, recommend, in the space provided on the front page, one or more of the following actions: a) continuation at present rank; b) promotion to next rank; c) granting of tenure; d) renewal of the probationary appointment; e) dismissal.

Instructions to Faculty Member

The faculty member shall prepare a narrative to provide information to the department head for purposes of annual evaluation. The faculty member shall consider the categories listed in Section III of the evaluation form in preparing the narrative.

INSTRUCTIONAL PERFORMANCE

Criteria for Evaluation

A. Performance in classroom

1. Use of course objectives

   a. Appropriateness of objectives
   b. Major objectives clearly stated to students
   c. Relationship of class assignments to objectives
   d. Achievement of objectives

2. Use of class time

   a. Mastery of course content
   b. Planning and organizing of class presentations
   c. Course material clearly explained
   d. Ability to maintain student interest
   e. Students stimulated toward critical thinking and analysis
   f. Relevant student involvement in class encouraged
   g. Tolerance of differing student viewpoints
   h. Students encouraged to seek needed help

3. Revises courses to incorporate new research and ideas

4. Use of testing and grading

   a. Appropriate frequency, length and level of difficulty of tests
   b. Fairness
   c. Impartiality

B. Out-of-class advising

1. Encourages student responsibility
2. Is understanding and helpful to students
3. Advises in terms of alternatives
4. Keeps up-to-date with regulations and course offerings
5. Keeps office hours and appointments
6. Maintains accurate files on advisees
7. Sponsors or helps with student groups/organizations; effectiveness with these

PROFESSIONAL DEVELOPMENT

Criteria for Evaluation

A. Professional organizations

1. Memberships
2. Attendance
3. Offices held
4. Papers presented
5. Other related activities

B. Professional activities

1. Papers
2. Books
3. Research
4. Consulting
5. Speaking engagements
6. Recognition and awards
7 Other

C. Educational experiences

1. Workshops
2. Summer institutes
3. Course work
4. Other (sabbaticals, exchange programs, etc.)

COLLEGE AND DEPARTMENTAL SERVICE

Criteria for Evaluation

1. Participates in or leads projects within the department
2. Demonstrates ability to work with other faculty members and administrative colleagues
3. Offers constructive criticism of departmental and college policies and practices
4. Demonstrates effectiveness in committee work
5. Considers welfare of total department and total institution

BEST COPY AVAILABLE

FACULTY PROFILE FORM
Academic Year_____

TO: Vice President _____ (Department Head)

FROM: _____ (Full Name of Faculty Member)

CONCERNING:

I. Credit-producing work load Assignment:

	FALL	WINTER	SPRING	TOTAL
Number of credit hours				
Number of contact hours				
Number of student credit hours				
Approximate average number of hours per week required for credit-producing non-laboratory supervision of students. (For example: teacher training, observation, field trips, etc.)				

II. If either the President or Vice President for Academic Affairs disagrees with the following evaluation summary by the Department Head, he shall inform the Department Head, in writing, of the nature of this disagreement. This written explanation shall then be provided to the concerned faculty member and a copy shall be attached to this evaluation form.

Evaluation: (__) Satisfactory (__) Unsatisfactory

Recommendation: _____

Department Head _____

I have read the attached evaluation and recommendation and I:

Faculty Member _____ (__) Agree (__) Disagree, rebuttal attache

III. Please rate this faculty member in the following categories and justify your evaluation, using the attached criteria:

A. Instructional Performance

1. Effectiveness in classes

a. Weight _____ b. Evaluation _____

c. Documentation:

d. Comments:

Original: V.P. for Academic
Department Head
Staff

Faculty Member _____

2. Out-of-class advising

a. Weight _____ b. Evaluation _____

c. Documentation:

d. Comments:

B. Professional Development

a. Weight _____ b. Evaluation _____

c. Documentation:

d. Comments:

C. College and Departmental Service

a. Weight _____ b. Evaluation _____

c. Documentation:

d. Comments:

IV. Summary of Overall Evaluation

Please indicate strengths, areas for improvement, and plans for improvement that have been identified in conference with the faculty member.

V. Recommendations

Do you recommend this faculty member for continuance at present rank, promotion to the next rank, granting of tenure, for a probationary year, or for dismissal? Briefly explain your decision.

MEMORANDUM OF UNDERSTANDING I

The parties to the Agreement concur in the following Memorandum of Understanding:

The College has discontinued the two-school designation in official publications. This is referred to in Section 14.6.1. of the present Agreement.

Both parties agree that the two-school designation will be retained only for the interpretation of Section 14.6.1., for the balance of the current Agreement, until September 1, 1988.

For the College	For the Association
Date	Date